



## AIRPORT ADVISORY COMMITTEE

**May 18<sup>th</sup>, 2018**

**8:15 A.M.**

**Fremont Municipal Airport Terminal Building  
1203 West 23<sup>rd</sup> Street, Fremont, Nebraska**

1. Meeting called to order with Open Meeting announcement.
2. Roll call.
3. Approval of the April 20<sup>th</sup>, 2018 meeting minutes.
4. Terminal Master Plan project update and discussion.
  - a. Discuss Consultant Progress
5. Discussion of Hangar Leases and Rules and Regulations.
6. Grant relinquishment with Nebraska Department of Aeronautics (NDOA).
7. Entry permit with Century Link.
8. Airport Advisory Board Appointment
  - a. Mike Kempenar
  - b. Jennifer Weiss-Assmann
  - c. Robert Steenblock
9. Maintenance Items
  - a. Open
10. Adjournment.

*Agenda posted at the Municipal Building and distributed to the Mayor and Board Members on May 16th, 2018. The official current copy is available at City Hall, 400 East Military, City Planning Department Office. The Board reserves the right to go into Executive Session when necessary. A copy of the Open Meeting Law is posted at the Airport terminal building for review by the public. The Board reserves the right to adjust the order of items on this agenda.*



## **AIRPORT ADVISORY COMMITTEE**

### **Minutes of**

### **April 20, 2018**

1. Meeting called to order at 8:15 with Open Meeting announcement.
2. Roll call.

Board Members Present: Ron Spahni, Robert Steenblock, Dave Monke, Jennifer Weiss-Assman, Ron Vlach, Brad Blum

Guests: David Goedeken, Jim Kjeldgaard, Veronica Trujillo, Greg Kjeldgaard, Ken Cox, Vic Rader

3. Approval of the March 16<sup>th</sup>, 2018 meeting minutes.

Motion by Dave Monke, and seconded by Ron Valch to approve the March 16<sup>th</sup>, 2018 minutes, motion passed by vote of members.

4. Terminal Master Plan project update and discussion.

- a. Discuss Consultant Progress

Terminal Master Plan. Staff reported the Terminal Study is presently in the hands of the FAA and NDA for review. FAA continues to stress the need to move the AWOS to a different location to get the terminal and apron areas completely out of the 400 feet radius.

Motion by Robert Steenblock, and seconded by Ron Valch to support the concept of moving the AWOS to an area south and west of the main runway to remove the 400 foot radius conflict. motion passed by vote of members.

5. Discussion of Hangar Leases and Rules and Regulations.

Final draft of lease we distributed to the members for review. Staff reported the final draft is going to the City Council for consideration on April 24<sup>th</sup>. There were still issues of concern from the members regarding insurance requirements and items related to wind conditions and open doors.

Motion by Dave Monke and seconded by Jennifer Weiss-Assman to support the lease with exceptions to the insurance requirements in section.12, and to remove the tenant liability for storm damage to hangar doors is section 6.F. All members presented voted aye. Motion carried.

Members discussed other options to consider to meet insurance needs. Also discussed the desire to have section 6.F struck from the lease.

## 6. Maintenance Items

Jim Kjeldgaard requested the Street Dept assist with the concrete lip at the door of the Gas Hangar Building. Staff reported they would pass this information on.

## 7. Adjournment.

Meeting was adjourned at 9:15..

## AIRCRAFT HANGAR LEASE

This Aircraft Hangar Lease ("Lease") is made and entered into by and between the City of Fremont, Nebraska, a Municipal Corporation, ("City") and «First\_NAME» «Last\_NAME» ("Lessee", whether one or more) according to the terms set forth herein:

1. **Lease.** The City hereby leases to Lessee a City-owned aircraft storage hangar #«HANGAR» (the "Hangar") located at the Fremont Municipal Airport ("Airport") subject to the terms and conditions of this Lease. The Hangar shall be used, subject to the Fremont Airport Hangar Rules and Regulations attached hereto as Exhibit "A" ("Airport Rules and Regulations"), primarily for aeronautical purposes including the storage of active aircraft and incidental uses permitted herein that do not interfere with the aeronautical use of the hangar. All aircraft and hangar contents shall either be owned or leased by Lessee or City permitted sub-Lesseees or licensees of the Lessee.

2. **Aircraft.** This Lease is for the storage of the following aircraft:

#1 N _____	#2 N _____
Make _____	Make _____
Model _____	Model _____
No. of Engines _____	No. of Engines _____
Year _____	Year _____
No. of Seats _____	No. of Seats _____

Lessee, whether one or more, shall maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this Lease. Appropriate documentation of the Lessee(s) ownership or leasehold interest shall be presented upon execution of this Lease and within thirty (30) days following any change in Lessee's ownership or leasehold interest in any aircraft.

3. **Term.** This lease shall be for a term of five (5) years beginning on the 1<sup>st</sup> day of June 2018, and ending on the 31<sup>st</sup> day of May 2023, unless extended or terminated as herein provided. Upon the expiration of the initial five-year term, this Lease shall automatically renew for one additional five (5) year term unless Lessee gives notice to the City of its intent not to renew which notice must be provided not less than 60 days before the end of the current term. However, the City reserves the right to increase the rent for the second term in which event written notice the amount of such increase shall be given to Lessee not later than 120 days prior to the expiration of the initial lease term.

4. **Rent.** Lessee agrees to pay annual rent for the use of the Hangar during the term of this Lease in the sum of \$«ANNUAL».00 per year, payable in no less than monthly installments.

5. **Regulations.** In addition to the terms of this Lease, Lessee agrees to abide by the Airport Rules and Regulations. The City may amend these rules and regulations from time to time as may be required by governmental rule or regulation or best airport management practices. However, any proposed amendments shall be first presented and discussed in open session at a regular or special meeting of the Fremont Airport Advisory Board at which time good faith discussions concerning such proposed amendments will take place between City, Fremont Airport Advisory Board, participating hangar owners and members of the public. The City may thereafter proceed to adopt, or decline to adopt, such proposed regulation(s) or amended versions of the same. In the event Lessee determines that any newly adopted regulation materially interferes with the Lessee's use of the Hangar, then Lessee shall have the option to terminate this Lease which must be exercised within 90 days of the adoption of the new regulation(s) by the City.

6. **Use and Care of Hangar.** In addition to the Airport Rules and Regulations:

- A. Lessee shall continuously use and occupy the Hangar primarily for aeronautical purposes including the storage of active aircraft and incidental uses that do not interfere with the aeronautical use of the hangar as described in 14 CFR 1-Policy on the Non-Aeronautical Use of Airport Hangars;
- B. Lessee shall promptly comply at Lessee's cost with all laws, ordinances and regulations promulgated by duly constituted governmental authorities affecting the cleanliness, safety, use and occupation of the Hangar;
- C. Lessee shall perform no acts nor carry on any practices which may damage the Hangar or constitute a nuisance or menace to other Hangars, aircraft or Lessees;
- D. Lessee shall keep the Hangar area under its control, clean and free from dirt, debris and rubbish at all times;
- E. The Hangar shall not be used for any form of aeronautical commercial activity, including, but not necessarily limited to, maintenance and repair of aircraft (other than cleaning and light maintenance of stored aircraft), offering of flight services, flight training or other related activity in the absence of consent by the City; and,
- F. Lessee shall keep the Hangar door closed at all times other than during the times that Lessee is moving aircraft in and out of the Hangar space or is physically present at the Airport.

7. **Assignment or Sublease.** Lessee shall not assign this Lease or sublet any part of the Hangar without the previous written consent of the City, which consent shall not be unreasonably withheld. Further, any sub-lessee shall execute a sub-lease agreement that requires the sub-lessee to abide by the terms and conditions of this Lease including all Airport Rules and Regulations pursuant to a written sub-lease agreement form that is acceptable to the City. Notwithstanding the foregoing, this Lease is assignable to the Lessee's spouse, members of Lessee's immediate family, an entity controlled by one or more members of Lessee's immediate family.

8. **Repairs and Alterations.**

- A. **City Repairs.** City shall keep the foundations, structural columns, beams, exterior walls, roof, Hangar doors and motors, fixtures and hard surfaced Hangar apron in good repair and, if necessary or required by proper governmental authority, make modifications or replacements thereof. The City shall further provide all snow removal for all hard-surfaced areas at the Airport.
- B. **Lessee's Repairs.** Except as provided in Section A of this paragraph, Lessee agrees, at Lessee's expense, to at all times maintain and keep the Hangar clean, safe and in good order, condition and repair.
- C. **Alterations.** Lessee shall not make any alterations, additions, improvements or changes affecting the building or the premises without in each instance obtaining the prior written consent therefore from the City, which shall not be unreasonably withheld. If such consent is obtained, Lessee shall furnish indemnification against liens, costs, damages and expenses as may be required by the City. All alterations, additions and improvements (other than trade fixtures or other fixtures that can be removed without material damage to the Hangar) which may be made or installed upon the premises shall remain upon and be

surrendered with them as a part thereof at the termination of this Lease. Lessee shall repair and restore any damage resulting from the removal of any fixture.

9. **Access.** The City or its authorized representatives shall have the right to inspect the premises at any time upon providing not less than a 24 hour advance notice to the Lessee in the absence of an emergency and shall have immediate right of access in the event of an emergency or exigent circumstances. The City shall at all times shall have working keys or other means of access to the Hangar.

10. **Utilities.** Lessee agrees to pay all charges for all utilities serving the Hangar.

11. **Taxes.** Lessee shall pay all personal property taxes levied or assessed against Lessee's aircraft and other property placed in the Hangar.

12. **Insurance.** Lessee agrees to procure and maintain continuously during the term of this Lease, and any extension thereof, aircraft liability insurance, at Lessee's cost, insuring the City as an additional insured and Lessee against claims, demands, or actions for injuries to, or death of, any person per accident in the amount of One Hundred Thousand Dollars (\$100,000) per person and Five Hundred Thousand (\$500,000.00) aggregate; coverage for damage to property in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) per accident; and, insurance to cover the leased hangar and contents in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per accident, all made by or on behalf of any person or persons, firm or corporation, arising out of the ownership, use or maintenance of the Lessee's aircraft. The City shall be added as an additional insured under such policy and Lessee shall provide proof of such coverage at the inception of the Lease.

13. **Waiver of Claims and Indemnity.** All personal property on the premises shall be at the risk of the Lessee, and City shall not be liable for any damages to Lessee's personal property, except loss caused by City's negligence or breach of this Lease.

Lessee covenants to indemnify and hold Lessor harmless from all claims, demands or actions for injury to, or death of, any person or loss of, or damage to, property in or about the Hangar, including the person and property of Lessee, its employees, agents, invitees, licensees, or business visitors, caused or asserted by reason of the breach or violation of the provisions of this Lease by Lessee or any negligent act or omission of Lessee, such indemnity to include the cost, expense and attorney's fees reasonably incurred by Lessor but shall not include indemnity for any negligent act or omission of the City or of City's breach of this Lease. Nothing in this paragraph shall inure to the benefit of a third party.

14. **Subrogation.** Lessee and City each hereby mutually release and relieve the other from all claims and liabilities arising from or caused by any hazard or loss covered by insurance in connection with the performance of this Agreement, regardless of the cause of the damage or loss; provided that this release shall apply only to the extent that such loss is covered by insurance.

15. **Default and Remedies.**

A. **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default shall have occurred under this Lease:

(i) **Non-Payment.** If Lessee shall fail to pay any installment of rent under this Lease within ten (10) days after delivery of notice from City to Lessee that the same is past due and payable; or

(ii) **Non-Performance.** If Lessee shall fail to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance shall continue for thirty (30) days after the giving of notice by City to Lessee specifying the failure; or

(iii) **Vacation or Abandonment.** If Lessee shall vacate or abandon the active use of the Hangar.

B. Right to Terminate Lease and Re-Enter. If there shall occur an uncured Event of Default following proper notice of such Event of Default, then City may, in addition to any other remedy available to City under this Lease or under Nebraska law, declare this Lease terminated and Lessee shall quit and surrender possession of the Premises. However, Lessee shall remain liable to City under the terms of this Lease, and upon Lessee's failure to surrender of possession, City may re-enter the Hangar by forcible entry and detainer proceeding proceedings or pursuant to paragraph 9 hereof.

16. **Notices.** Any and all notices or demand required or permitted to be given hereunder shall be deemed to be properly served if sent by registered or certified mail, postage prepaid, as follows:

To the City:                   City of Fremont  
                                      400 E. Military Avenue  
                                      Fremont, NE 68025

To the Lessee:               «First\_NAME» «Last\_NAME»  
                                      «ADDRESS»  
                                      «CITY»

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(Email Address)

or at such other address or addresses as either party may hereafter designate in writing to the other. Any notice or demand so mailed shall be effective for all purposes at the time of deposit thereof in the United States Mail.

17. **Non-Discrimination.** Lessee agrees that, (i) No person on the grounds of race, creed, color, sex, disability or national origin shall be subjected to discrimination in the use of the facilities; and, (ii) Lessee shall use the Hangar in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, as such regulations may be amended.

18. **Miscellaneous.** This lease shall be governed by Nebraska law and any unresolved disputes shall be subject to the exclusive jurisdiction of the County or District Courts of Dodge County, NE; and, (ii) this Lease contains the entire agreement of the parties and, with the exception of the Airport Rules and Regulations, may not be amended in the absence of further written agreement of the parties. Further, this lease agreement shall be subordinate to the provisions of any outstanding agreements between Lessor and the FAA or the Department of Aeronautics, State of Nebraska, relative to the maintenance, operation, or development of the airport and this lease is subject to immediate cancellation in the event of repossession by the Department of Aeronautics, State of Nebraska, or the FAA.

19. **Other Terms.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof as of the day and year first above written.

CITY OF FREMONT, Lessor

By: \_\_\_\_\_

Dave Goedeken, Director Public Works

\_\_\_\_\_  
«First\_NAME» «Last\_NAME», Lessee

\_\_\_\_\_  
\_\_\_\_\_, Lessee

Hangar No. «HANGAR»

Contact Information

(INCLUDE ALL OCCUPANTS OF THE HANGAR)

Full Name: **«Last\_NAME»** **«First\_NAME»**

*Last* *First* *M.I.*

Mailing Address: **«ADDRESS»**

*Street Address/State/Zip* *Apartment/Unit #*

Email:

Alternate Contact: Phone:

(SUBLETTER IF APPLICABLE)

Full Name:

*Last* *First* *M.I.*

Mailing Address:

*Street Address/State/Zip* *Apartment/Unit #*

Email:

Alternate Contact: Phone:

Hangar No. «HANGAR»

## Aircraft Information

(Complete for all planes stored in hangar)

Owners  
Representative: \_\_\_\_\_

Make & Model: \_\_\_\_\_

Tail Number: \_\_\_\_\_

Owners Name: \_\_\_\_\_

Owners Phone: \_\_\_\_\_

Owners Email: \_\_\_\_\_

(SUBLETTER IF APPLICABLE)

Owners  
Representative: \_\_\_\_\_

Make & Model: \_\_\_\_\_

Tail Number: \_\_\_\_\_

Owners Name: \_\_\_\_\_

Owners Phone: \_\_\_\_\_

Owners Email: \_\_\_\_\_

EXHIBIT "A"

Fremont Airport  
Rules and Regulations for Non-FBO Lessees

1. Lessee shall provide the City of Fremont ("City") with updated contact information on an annual basis.
2. All hangars must be used primarily for aeronautical purposes which include:
  - a. Storage of active aircraft and motor vehicles of aircraft passengers or users while the aircraft is in use;
  - b. Storage of aircraft handling equipment, (e.g. tow bar, glider tow equipment, work benches, tools and materials used to perform minor maintenance of aircraft and final assembly of amateur or kit-built aircraft subject to the limitations of the Lease and these regulations;
  - c. Storage of materials related to an aeronautical activity (e.g. balloon and skydiving equipment, aeronautically-related office equipment);
  - d. Non-commercial final assembly of amateur-built or kit-built aircraft subject to the restrictions of use set forth in the Lease and these regulations; and,
  - e. Provided the hangar is used primarily for aeronautical purposes, Lessee may permit non-aeronautical items to be stored in hangars provided they do not interfere with the aeronautical use of the hangar, including storage in the rear of the Hangar of not more than two, in the aggregate, of motor vehicles, watercraft or recreational equipment.
3. Lessee shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space. All equipment shall be maintained in accordance with current NFPA Standards. Tags showing the last inspection shall be attached to each unit.
4. Hangars cannot be used as a residence or for any overnight stay or sleep.
5. Hangars shall be kept clean and free of grease, oil, trash and other debris.
6. No cloth or carpet type absorbent floor materials are allowed under aircraft.
7. Smoking is prohibited inside and around all Hangars.
8. Aircraft are only to be fueled by authorized personnel.
9. No more than **5 gallons** of external flammable liquids (i.e. fuel) are permitted in the Hangar and must be in DOT approved containers.
10. No open flames or spark producing devices are allowed (i.e. grinders, welders).
11. No electric or propane heating equipment unless installed or used in accordance with all governmental codes and authorized by the City.
12. No storage of combustible materials, propane bottles or external compressed gas cylinders, except as provided by Item 9 above or permitted following application to and approval by the City, in its sole discretion.
13. No parts cleaning or other cleaning is allowed using flammable liquids.
14. No one under the age of 18 is allowed on the airport grounds unless accompanied by an adult or authorized by Airport staff.
15. No person shall enter the Airport with any animal without the permission of the Airport Management, except dogs or other animals which are restrained by leash, or properly confined and under the supervision of an adult.
16. No fiberglass, epoxy, composite lay-up or doping is permitted in any Hangar.
17. No aircraft engine may be operated in any Hangar.
18. All jacks or hoists must be used on the floor and nothing shall be mounted or hoisted from any part of the building's side or overhead structure.
19. No person shall dispose of garbage, papers, or any other forms of trash including cigarettes, cigars, and matches,

except in the receptacles provided by the City.

20. No person shall keep any uncovered trash containers in any area of the airport. Areas to be used for trash and garbage containers shall be designated by the Airport Manager. Such areas shall be kept clean and sanitary at all times.
21. Any solid or liquid, which may be spilled at the Airport, shall be immediately cleaned up by the person responsible for such spillage, and reported immediately to the Airport Manager.
22. The Hangar unit is designed as an aeronautical "storage" facility. Only limited maintenance is allowed on aircraft. All maintenance must be performed by the owner/partner of the aircraft and must comply with all FAA rules and regulations.
23. No paint spraying is permitted within any Hangar.
24. Hangar inspections may be announced and conducted from time to time by airport staff and/or the fire marshal to assure compliance with the hangar lease agreement. Staff shall endeavor to provide tenants with at least 24 hours' notice of such scheduled inspections. In the event of a Lease violation or fire and safety hazard, the Lessee will receive written notification explaining the hazard/violation.
25. Use of personal vehicles on the airport grounds shall be limited to the reasonable use of airport facilities. All individuals operating personal vehicles shall have a valid driver's license.

(ALL APPLICANTS MUST SIGN)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Airport Advisory Committee

### Board Members

1203 West 23rd

(Meet 3rd Friday of every month at 8:15 a.m.)

(Three year terms; maximum two terms then one term off)

Name	Telephone	Date Appointed / Reappointed	Term Expires
Ron Spahni	402-719-7819	10-25-2016 (a)	6/2019
Robert Steenblock	402.721.7230	10-25-2016 (r)	6/2018
Mike McGillick	402.680.9199	6-27-2017 (a)	6/2020
Jennifer Weiss-Assmann	402.720.4804	10-25-2016 (r)	6/2018
Dave Monke	402.720.0815	6-27-2017 (a)	6/2020
Ron Vlach	402.721.1341	6-27-2017 (a)	6/2020
Brad Blum	402-753-3236	10-25-2016 (a)	6/2019
Tom Randall	402-533-8544	10-25-2016 (a)	6/2019
Mike Kempenar	402.981.9598	10-25-2016 (r)	6/2018